

001701

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO1. CERTIFICATE NUMBER
(FOR AUDITOR'S USE OF)

AC 2800141

TO: CITY ATTORNEY

2. FROM (ORIGINATING DEPARTMENT):

ENGINEERING AND CAPITAL PROJECTS

3. DATE:

8/6/07

4. SUBJECT:

First Amendment to Agreement with Vaquez + Marshal Architects for Downtown Fire Station No.1

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.)

Afshin Oskoui 619/ 533-3102 MS 614

6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.)

Yousef Ibrahim 619/533-3115 MS 614

7. CHECK BOX IF REPORT TO
COUNCIL IS ATTACHED ☐

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	99044		
DEPT.	97740		
ORGANIZATION	4005		
OBJECT ACCOUNT	4117		
JOB ORDER	330931		
C.I.P. NUMBER			
AMOUNT	\$162,612		

9. ADDITIONAL INFORMATION / ESTIMATED COST:

COST: \$162,612

FISCAL IMPACT: \$162,612)

CC: DEPT. DOCKET CLERK

THOMAS GUIDE PAGE: 1289 A-3

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>		8	AUDITORS	<i>[Signature]</i>	8/20/07
2	FIRE	<i>[Signature]</i>	8/16/07	9	DEPUTY CHIEF	<i>[Signature]</i>	8/21/07
3	CCDC	<i>[Signature]</i>	8/16/07	10	CITY ATTORNEY	Christina Bellomo	8/21/07
4	EOCP	<i>[Signature]</i>	8/20/07	11	ORIGINATING DEPARTMENT	<i>[Signature]</i>	8/21/07
5	EAS	<i>[Signature]</i>	8/17/07	DOCKET COORD: <i>[Signature]</i> COUNCIL LIAISON: _____			
6	LIAISON OFFICE	<i>[Signature]</i>	9/29/07	COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION			
7	FM	<i>[Signature]</i>	8/20/07	REFER TO: _____ COUNCIL DATE: 9/4/07			

11. PREPARATION OF:

☒ RESOLUTION(S)☐ ORDINANCE(S)☐ AGREEMENT(S)☐ DEED(S)

1. Authorizing the Mayor or his designee to execute an First Amendment to agreement between the City and Vasquez + Marshal Architects for Architectural services for Downtown Fire Station No. 1; and

(See Back)

11A. STAFF RECOMMENDATIONS:

ADOPT THE RESOLUTIONS(S).

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): (2) (Faulconer)

COMMUNITY AREA(S): (2) Center City

CITY CLERK INSTRUCTIONS: Send a copy of the Amendment to the Agreement and resolutions to Emily Perrone at MS 614.

That this activity (an amendment to an existing agreement) is not a "project" and is therefore not subject to the California

ENVIRONMENTAL IMPACT

Environmental Quality Act [CEQA] pursuant to CEQA Guidelines Section 15060 (c)(3); while the overall activity is exempt from

CEQA pursuant to CEQA Guidelines Section 15268(b), as the activity of rehabilitating Fire Station No. 1 is ministerial in nature.

HOUSING IMPACT: None with this action

OTHER ISSUES: None

001702

11. PREPARATION OF: (Continued from Page 1)

2. Authorizing a \$ 162,612 increase in the Fiscal Year 2008 CIP Budget in CIP 33-093.0, Downtown Fire Station No. 1, Fund No. 99044, Fire Stations; and
3. Authorizing the Auditor and Comptroller to appropriate and expend \$ 162,612 from Fund 99044, Fire Stations, CIP No. 33-093.1, Downtown Fire Station No.1 for this purpose.

RECEIVED
07 AUG 23 PM 12:16
CITY CLERK'S OFFICE
SAN DIEGO, CA

001703

EXECUTIVE SUMMARY SHEET

DATE REPORT ISSUED: August 6, 2007 REPORT NO.:
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Engineering & Capital Projects
SUBJECT: Downtown Fire Station No. 1
COUNCIL DISTRICT(S): (2) Faulconer
STAFF CONTACT: Yousef Ibrahim (619-533-3115)
Alex Garcia (619-533-3843)

REQUESTED ACTION:

Council authorization to execute a First Amendment to the Agreement between the City and Vasquez + Marshal Architects for the purpose of professional services for the remodel of Downtown Fire Station No. 1.

STAFF RECOMMENDATION:

Authorize the Mayor or his designee to execute the First Amendment to the Agreement with Vasquez + Marshal Associates, Inc. for professional design services for the Downtown Fire Station No. 1.

EXECUTIVE SUMMARY:

Downtown Fire Station No. 1 is a 32 years old facility located on the first floor of the San Diego City Operation/Development Services Building. It is the largest downtown fire station providing service to the entire community and handling over 12,000 calls for fire and medical assistance during the past year. The City hired Vasquez + Marshall Associates though a phase funded agreement to provide professional services to prepare plans for the fire station remodeling. Phase I, which has been completed, provided for conceptual plans, and Phase II, which was nearing completion, provided for construction documents.

The scope for the improvements of the Downtown Fire Station No. 1 changed recently due to proposed future redevelopment plans of City buildings, including the building which houses Fire Station No. 1. Currently, downtown contains only one other fire station within boundaries (Station No. 4 at Eight Avenue and J Street). Two new fire stations are planned but will not be constructed and become operational for several years. Rehabilitation to Fire Station No. 1 will help maintain a safe and livable downtown environment, by allowing the City to ensure appropriate levels of fire services proportionate to population and activity level within coming years.

The scope of the project was modified to rehabilitate the Fire Station versus a complete remodel. A portion of the original work by the consultant may be reused for the new scope, such as the original research and base maps. However, the new scope will require additional services to design and specify different floor layouts, materials, modified asbestos abatement plans to include only portions to be disturbed, new electrical plans, the mechanical/ventilation system has to be studied and modified to make sure it is adequate for the new configuration, the kitchen area will have to be redesigned to match

the existing size of the kitchen, and ADA restroom will have to be provided at a different location, etc.

FISCAL CONSIDERATIONS:

The total consultant's fee for professional services required for this First Amendment is \$162,612. Funds for this purpose are available in CIP No. 33-093.1, Downtown Fire Station No.1, Fund No. 99044, Dept. No. 97743, Org. No. 4005.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On July 22, 2003, City Council adopted Resolution R-298235 for Phase I of the phased – funded consultant agreement with Vasquez + Marshal Associates for the remodel of Downtown Fire Station No. 1.

On April 4, 2005, the City adopted resolution RR-300268 to receive funds form CCDC to fund phase II of the consultant agreement with Vasquez and Marshall Associates.

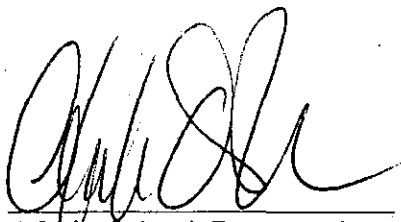
On March 27, 2007, the City adopted resolutions: RR-302472 and RR- 302473 to meet safety codes and authorize the expenditure of funds needed to rehabilitate Fire Station No.1 in an amount not to exceed \$ 1.5 million.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

None

KEY STAKEHOLDERS AND PROJECTED IMPACTS (if applicable):

Fire Staff that work in the station.
Vasquez + Marshal & Associates



Afshin Oskoui, Deputy Director
Engineering & Capital Projects



Patti Boekamp. / Richard Haas
Deputy Chief/Chief Operating Officer

001705

The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

CERTIFICATE OF UNALLOTTED BALANCE

AC 2800141
 ORIGINATING DEPT. NO.: 9960

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$162,612.00

Vendor: Vasquez and Marshal Architects

Purpose: First Amendment to the agreement for Architectural Services for Downtown Fire Station No. 1

Date: August 20, 2007

By:  AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
1	0	99044	97740	4005	4117	390931				\$162,612.00
TOTAL AMOUNT										\$162,612.00

001707

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION AUTHORIZING THE FIRST
AMENDMENT TO THE AGREEMENT WITH
VASQUEZ + MARSHALL & ASSOCIATES FOR
DOWNTOWN FIRE STATION NO. 1.

WHEREAS, the San Diego City Council approved a phase funded Consultant Agreement with Vasquez + Marshal & Associates [Consultant], for the full remodel of Fire Station No. 1 [Project] on July 22, 2003 in Resolution No. R-298235; and

WHEREAS, the Agreement was phase funded; and the Council authorized Phase II on April 4, 2005 in Resolution No. R-300268; and

WHEREAS, the direction of the Project has changed due to redevelopment plans for the Downtown area; with Fire Station No. 1 now only being rehabilitated; and

WHEREAS, this change to the scope of the Project requires additional work and modifications by the Consultant; NOW THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the Mayor or his designee is authorized to execute, for and on behalf of the City of San Diego, a First Amendment to the Agreement with Vasquez + Marshal & Associates, for Architectural Services for Downtown Fire Station No. 1., under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR _____, together with any reasonably necessary modifications or amendments thereto which do not increase project scope or cost and which the Mayor shall deem necessary from time to time in order to carry out the purposes and intent of this Project and Agreement.

2. That a \$162,612 increase in the Fiscal Year 2008 Capital Improvement Program Budget in CIP No. 33-093.0, Downtown Fire Station No. 1, Fund No. 99044, Fire Station is authorized.

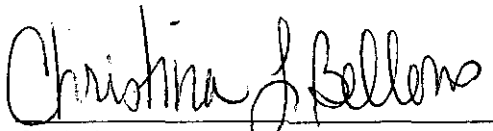
3. That the appropriation and expenditure of an amount not to exceed \$162,612 from CIP No. 33-093.1, Downtown Fire Station No. 1, Fund 99044, Fire Stations, is authorized for the purpose of providing funds for the First Amendment with the Consultant.

4. That the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

5. That this activity (an amendment to an existing agreement) is not a "project" and is therefore not subject to the California Environmental Quality Act [CEQA] pursuant to CEQA Guidelines Section 15060 (c)(3); while the overall activity is exempt from CEQA pursuant to CEQA Guidelines Section 15268(b), as the activity of rehabilitating Fire Station No. 1 is ministerial in nature.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Christina L. Bellows
Deputy City Attorney

CLB:sc
08/21/07
Aud.Cert.: AC2800141
Or.Dept:E&CP
R-2008-149

001709

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

ORIGINAL

FIRST AMENDMENT TO AGREEMENT

This First Amendment to the *Fire Station No. 1 Consultant Agreement* dated July 22, 2003 [Agreement], is made by and between the City of San Diego [City], a municipal corporation, and *Vasquez + Marshal & Associates* [Consultant].

RECITALS

- A. The City and Consultant [collectively referenced herein as the "Parties"] entered into the Agreement, which is on file in the Office of the City Clerk as Document No. RR-298235, to provide *Architectural Services for the Remodel of Fire Station No. 1* [Project].
- B. The Agreement was a phase-funded agreement for an amount not to exceed \$288,625.
- C. Phase One of the Agreement was funded for an amount not to exceed \$109,000 through a City Council action on July 22, 2003, in Resolution No. R-298235.
- D. Phase Two of the Agreement was funded through a City Council action on April 4, 2005 in Resolution No. R-300268, in an amount not to exceed \$225,000.
- E. The City subsequently decided to make the remodel project more of a temporary fix for the Project in which case the design completed to date will need to be modified to achieve the new Project objective.
- F. The City desires to execute a First Amendment to the Agreement for the Consultant to provide additional Professional Services, as indicated in the expanded Scope of Services [Exhibit A-1], for an additional compensation amount not to exceed **\$162,612**, with total compensation for services provided under the Agreement and the First Amendment in an amount not to exceed **\$476,677**.
- G. Consultant desires to provide the services required under this First Amendment to the Agreement.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the Parties agree to modify the Agreement, which is incorporated herein by reference, as follows:

1. Section 1.1 is amended to read as follows:

ADD: "The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A-1] at the direction of the City on a fixed fee basis as specifically enumerated in the Compensation and Fee Schedule [Exhibit B-1], and in accordance to the Time Schedule [Exhibit C-1]."

2. Section 2.1 is amended to read as follows:

ADD: "**Term of Agreement.** This First Amendment to the Agreement shall be effective on the date it is executed by the last Party to sign the First Amendment and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless Otherwise terminated, the First Amendment to the Agreement shall be effective until completion of the Scope of Services or June 30, 2008, whichever occurs first, but not to exceed five (5) years from the date of the Agreement unless approved by City Ordinance."

3. Delete Section 2.8.

4. Delete Section 3.1.1 and replace with:

ADD: "**Amount of Compensation.** The City shall pay the Design Professional for performance of all Design Services rendered in accordance with the Agreement and this First Amendment to the Agreement, including reasonably related expenses, in an amount not to exceed \$162,612. The compensation for the Scope of Services shall not exceed \$152,612, and the compensation for Additional Services (described in Section 3.3), if any, shall not exceed \$10,000. The Total compensation for the Consultant under the Agreement and this First Amendment to the Agreement shall not exceed \$476,677."

5. Section 3.3 is amended to read as follows:

ADD: "**Additional Services.** If the City requires additional Professional Services [Additional Services] beyond the Scope of Services performed pursuant to this First Amendment to the Agreement, except for additional costs as described in Section 3.4 of the Agreement, the City shall pay Consultant an additional fee not to exceed \$10,000. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services."

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6. Section 3.6 is amended as follows:

Funding Phases	Dates	Estimated Cost	Additional Services	Funding Phase Total Compensation
Phase 1	Per Exhibits B&C	\$109,000	\$0	\$109,000
Phase 2	Per Exhibits B, C, A-1, B-1 and C-1	\$357,677	\$10,000	\$367,677
Total		\$466,677	\$10,000	\$476,677

7. Delete Section 4.8 and replace with:

ADD: **"Title 24/Americans with Disabilities Act Requirements.** Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code [Title 24], and under the Americans with Disabilities Act Accessibility Guidelines [ADAAG] in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

8. Delete Section 4.8.1.

9. Delete Sections 6.1, 6.2, and 6.3 and replace with the following:

ADD: **"6.1 Indemnification.** Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims

or liabilities arising from the active negligence, sole negligence or willful misconduct of the Indemnified Parties.

6.2 Design Professional Services Indemnification and Defense.

6.2.1 Design Professional Services Indemnification. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.2.2 Design Professional Services Defense. Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

6.3 Insurance. The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

6.4 Enforcement Costs. The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article."

10. Article VIII is amended to read as follows:

ADD: "**8.20 San Diego's Strong Mayor Form of Governance.** All references to 'City Manager' in this Agreement and all subsequent amendments thereto shall be deemed to refer to 'Mayor.' This section becomes effective on January 1, 2006 and shall remain in effect for the duration the City operates under the mayor-council (commonly referred to as 'strong mayor') form of governance pursuant to article XV of the City of San Diego City Charter."

11. The following attachments are incorporated herein by reference as follows: Exhibits A-1 (Scope of Services), B-1 (Compensation and Fee Schedule), and C-1 (Time Schedule).

12. The Parties agree that this First Amendment to the Agreement represents the entire understanding of the Consultant and the City and affects only those paragraphs referred to, and all other terms and conditions of the Agreement remain in full force and effect.

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IN WITNESS WHEREOF, this First Amendment to the *Fire Station No. 1 Consultant Agreement* is executed by the City of San Diego acting by and through its Mayor, or his designee, pursuant to San Diego Municipal Code section 22.3223 authorizing such execution, and by the Consultant.

THE CITY OF SAN DIEGO
Mayor or Designee

By _____

Date: _____

Vasquez + Marshall & Associates

By: _____

Name: ROBERT F. BODENHAMER

Title: PRINCIPAL

Date: JULY 31, 2007

I HEREBY APPROVE the form and legality of the foregoing Amendment on this

_____ day of _____, 2007.

MICHAEL AGUIRRE, City Attorney

By: _____

Christina Bellows
Deputy City Attorney

SCOPE OF SERVICES

SCOPE OF WORK

The Scope of Work for the referenced project is to provide Contract Documents necessary for permitting and construction for the remodel of Fire Station 1. Modifications to this scope may be required pending outcome of feasibility studies concluded during the Schematic Design Phase of the project schedule. The below list of items have been included based on an assumed \$1.0 million hard costs construction budget. This figure excludes soft costs, contingency and any work/costs associated with rehabilitation of the existing EOC Generator.

1. **Replace Roll-up Doors** - replace (3) B-Street roll-up doors and replace motor operator of existing Front Street roll-up door with high speed operator. Provide option for red paint color for B-Street roll-up doors.
2. **Renovate Dormitory** - renovate Dormitory 143 to include new carpet, paint, and addition of 'accordion' type doors to existing wood dorm units to provide additional privacy. Provide required egress lighting throughout dormitory.
3. **Asbestos** - asbestos removal in limited areas impacted by scope of work items only.
4. **Lead paint** - encapsulation in areas to receive new paint.
5. **New Public/ADA Restroom** - provide new public/accessible restroom, associated mechanical, plumbing and electrical. Provide a clear, designated path of travel to new restroom.
6. **Air Purification System** - provide new vehicle exhaust extraction system in Apparatus Bay, with associated mechanical and electrical. Provide design for new independent structural frame with connection to floor slab and existing walls and columns only to avoid disturbing/penetrating existing ceiling.
7. **Kitchen Renovation** - renovate existing Dining 111/Kitchen 112 to provide new millwork, stainless steel finishes, (2) mobile kitchen islands and replace roof mounted exhaust fan.
8. **Kitchen Flooring** - existing tile flooring in Dining 111/Kitchen 112 to be patched/repaired as required, cleaned and resealed.
9. **New Paint** - provide new paint in the following areas:
 - Dormitory 143
 - Ready Room 113
 - Mast Dorm 124
 - Dining 111/Kitchen 112
 - New Public/ADA restroom
10. **New Carpet** - provide new carpet in the following areas:
 - Dormitory 143
 - Ready Room 113
 - Mast Dorm 124
 - Battalion Chief 150
11. **Optional Mezzanine** - provide new mezzanine with access stair and perimeter guardrail over existing Laundry 104/Toilet 105/ Storage 106.
12. **Renovate Laundry** - renovate existing Laundry 104/Toilet 105/ Storage 106 to include space and utility connections for a total of two each owner furnished washers and dryers; space for work counter with storage cabinet below; floor mounted utility sink with "shower" hose attachment; and associated mechanical, plumbing and electrical.
13. **Renovate Watch Room** - renovate existing Watch Room 110 and provide a new layout, including millwork to accommodate (3) standard work stations, (3) computer stations, file and manual storage, and office supply storage.
14. **Air Handler (in Basement)** - Investigation of possible solutions, and implementation of best solution, to mitigate sewer odor transmission generated by proximity of fresh-air intake of existing AHU to existing sewer cleanout access point.

Note: Modifications to this scope may be required pending outcome of feasibility studies concluded during the Schematic Design Phase of the project schedule.

BASIC DESIGN SERVICES:

1. Schematic Design Phase

Based on the mutually agreed upon scope of work and budget requirements, we shall prepare Schematic Design Documents for approval by the City. Vasquez + Marshall & Associates (VMA) and their Consultants will provide alternative configurations for review by the City.

a. Field Investigation

Field verification of existing conditions in areas to be remodeled by all design disciplines.

b. Schematic Design Opinion of Cost

A preliminary Opinion of Construction Costs will be provided.

c. Schematic Design Proposal Package

Floor plans, programming document, opinion of construction costs provided for approval. (maximum 6 sets.)

2. Design Development Phase

Based upon the approved Schematic Design Documents and any adjustments authorized by the City in the scope of work or Opinion of Construction Costs, we shall prepare for approval by the City, Design Development Documents consisting of drawings and other documents to fix and describe the character of the project as to Architectural, Structural, Mechanical and Electrical systems.

a. Design Development Opinion of Cost

An Opinion of Construction Cost shall be prepared to reflect the scope and anticipated construction costs as reflected by the design development documents.

b. Design Development Proposal Package

Floor plans, outline specifications, and Opinion of Construction Costs provided for City approval. (maximum 6 sets.)

3. Construction Document Phase

Based on the approved Design Development Documents and any further adjustments in the scope of quality of the project or in the Opinion of construction costs by the City, we shall prepare for approval by the City, Construction Documents consisting of drawings and specifications adequate for construction of the project.

a. Project Manual

A Project Manual shall be prepared to include all instructions to bidders, bidding forms, general conditions, supplementary special conditions, and the construction trade sections for the project.

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b. Design Calculations

Final design calculations shall be prepared and submitted with the final plans and specifications for review and approval by governing agencies having jurisdiction over the project.

c. Opinion of Construction Cost

A detailed Opinion of Construction Costs shall be prepared at the point where plans and specifications are approximately 80% complete. A second Cost Opinion shall be prepared at the 100% completion point in order to address any refinement or modification occurring during the preparation of the construction documents.

The City agrees that the Architect cannot guarantee actual Construction Costs nor Construction Bids.

d. Final Plan Check

All final plans, specifications, and supporting calculations shall be submitted to appropriate agencies having jurisdiction over the project. The final construction documents shall be revised and amended in order to reflect any plan check requirements.

e. Construction Document Proposal Package

Including drawings, project manual, calculations and Opinion of Construction Costs provided for City approval. (maximum of 6 sets.)

4. Bidding Phase

During the Bidding Phase, the Architect shall respond to any questions, clarifications, or conflicts that may arise in the form of written addenda to the contract documents.

5. Construction Administration Phase

The Architect shall attend job site meetings once a month to generally review and evaluate the construction schedule, monitor weekly performance, review quality control standards, and provide assistance for any clarification or revision to the contract for construction. Shop drawings and related submittals shall be reviewed and returned to the Resident Engineer for appropriate action. The Contractor's requests for information, proposal requests and related communications shall be attended to on a regular basis.

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DESIGN FEES:

Schematic Design Phase:

We propose to complete this phase for a fixed fee of \$ 21,417

Design Development Phase:

We propose to complete this phase for a fixed fee of \$ 27,920

Construction Document Phase:

We propose to complete this phase for a fixed fee of \$ 69,667

Bidding phase:

We propose to assist the City during this phase for a fixed fee of \$ 1,758

Construction Administration Phase:

We propose to complete this phase for a fixed fee of \$ 26,850

Printing and Reproduction:

For printing documents for City review, a reimbursable amount of \$ 5,000 has been incorporated into the fee structure.

TOTAL FIXED FEE: \$152,612

We have provided a detailed fee schedule of the design fees for the scope of services on the attached Compensation Schedule, (See EXHIBIT B, revised 7/11/07, for additional detail)

REIMBURSABLES:

The majority of reimbursable costs typically occur during the bid phase of the project. It is our understanding that the City will be issuing bid sets directly. A reimbursable amount of \$5,000 has been incorporated into the fee structure for items requested by the City or other agencies having jurisdiction prior to the Bidding Phase. Reimbursables will be invoiced with a 15% mark-up and generally include the following:

- a. Paper copy.
- b. Photography.
- c. Blueprinting.
- d. Reproducible set of final record drawings.
- e. Computer plotting.
- f. Parking.
- g. Express mail / courier service.

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EXCLUSIONS TO THIS PROPOSAL:

1. Any design work to the M.A.S.T. (Metro Arson Strike Team) Offices or other elements of the existing building structure unless specifically identified in the scope of work.
2. Seismic Upgrades unless specifically identified as required for new Structural elements
3. ADA Upgrades unless specifically identified in the scope of work or as discussed in the preliminary ADA review meetings.
4. Topographical/Boundary Survey
5. Off-Site Utility Improvements/Extension
6. Traffic Studies
7. Storm Water Pollution Prevention Plan
8. Detention or Retention Basin Storage Calculations
9. Environmental Studies/CEQA Documentation
10. Public Art
11. Plan Check/Permit Fees
12. Site environmental/hazardous waste investigation and removal plans
13. Re-commissioning of the existing HVAC system
14. Fees associated with monitoring of existing electrical systems to determine existing maximum demand usage. The electrical design shall be based on the assumption that the existing electrical distribution system components will support the proposed scope of work without modification.
15. Evaluation or any work associated with analysis or modifications of the existing emergency power system, generator or associated switchgear
16. CEC Title 24 Lighting Calculations and Documentation for renovation areas. The scope shall include only fixture replacement and only addition of emergency egress lighting in the dorm area
17. Specialty Consultants frequently engaged directly by the Client, for such specialized services as GeoTechnical, Exterior and Interior Landscaping, Information Technology Services, Acoustic, Construction Management, Furniture or Signage
18. Invasive or destructive field investigation
19. Meeting Minutes for Construction Meetings

END OF SCOPE OF SERVICES

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EXHIBIT B-1

(Rev 5/4/07)

(Rev 6/25/07)

(Rev 7/11/07)

COMPENSATION AND FEE SCHEDULE**Compensation -- Fee Breakdown**

Phase	Architect	Structural	Mechanical	Electrical	Cost Est.	Total
Schematic Design Phase	\$ 10,182	\$ 795	\$ 6,520	\$ 1,920	\$ 2,000	\$ 21,417
Design Development Phase	13,576	1,060	3,514	5,770	4,000	27,920
Construction Document	39,670	2,915	10,542	10,140	6,400	69,667
Bidding	1,358	0	400	0	0	1,758
Construction Administration	14,820	530	4,000	7,500	0	26,850
Subtotal	\$79,606	\$5,300	\$24,976	\$25,330	\$12,400	\$147,612
Reimbursables	5,000	0	0	0	0	5,000
Total Fee	\$84,606	\$5,300	\$24,976	\$25,330	\$12,400	\$152,612

Fee Schedule(s)**POSITION DESCRIPTION**

Senior Principal	\$230
Principal	\$185
Sr. Project Manager/ Designer	\$130
Project Manager/ Designer	\$110
Project Coordinator/CAD Operator	\$ 90
Interior Design	\$ 90
CAD Operator	\$ 75
Clerical	\$ 65

TIME SCHEDULE**SCHEDULE FOR DOCUMENT DELIVERY**

Consultant shall deliver Schematic Design Documents to the city within (4) weeks after execution of this Agreement.

Consultant shall deliver Design Development Documents to the City within (4) weeks after the Schematic Design Documents have been approved by the City.

Consultant shall delivery Construction Documents to the City within (5) weeks after Design Development Documents have been approved by the City.

Consultant shall delivery final approved Bidding Documents to the City within (2) weeks after all approvals have been obtained from the applicable agencies involved.

Consultant shall deliver final Record Drawings to the City within (2) weeks after all construction change information has been received.

SUBCONSULTANTS LIST

INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:

Proposals shall include name and complete address of all Subconsultants who will receive more than one-half of one percent (0.5%) of the contract amount or in excess of \$10,000.

Subconsultants shall be used for Scope of Services listed. No changes to this Subconsultants List will be allowed without prior written City approval.

Proposal shall also submit subconsultant commitment letters on subconsultant letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, Scope of Services, and percent of participation in the project.

NAME AND ADDRESS SUBCONSULTANTS AND VENDORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	(1) MBE/ WBE/DBE/ DVBE/OBE	(2) WHERE CERTIFIED
Vasquez + Marshall & Associates 13220 Evening Creek Dr., Suite 117 San Diego, CA 92128	Architectural	56%	\$84,606	OBE	N/A
MacDonald Engineers 4901 Morena Blvd., Suite 702 San Diego, CA 92117	Electrical	17%	\$25,330	OBE	N/A
SC Engineers Formerly GEM Engineers 10815 Rancho Bernardo Rd., #340 San Diego, CA 92127	Mechanical	16%	\$24,976	OBE	N/A
Flores Lund Consultants 7220 Trade St., Suite 120 San Diego, CA 92121	Structural	3%	\$5,300	MBE	Caltrans
O' Connor Construction Services 9040 Friars Road, Suite 335 San Diego, CA 92108	Cost Estimator	8%	\$12,400	WBE	Caltrans

(1) For information only. As appropriate, Proposer shall identify Subconsultants as:

Certified Minority Business Enterprise	MBE
Certified Women Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE
Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE

(2) For information only. As appropriate, Proposer shall indicate if Subconsultant is certified by:

City of San Diego	CITY
State of California Department of Transportation	CALTRANS
San Diego Joint Agencies Contracting Opportunity Task Force	JACO

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CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subconsultant activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: FIRE STATION 1 PRIME CONTRACTOR: VASQUEZ + MARSHALL & ASSOCIATES

CONTRACT AMOUNT: _____ INVOICE PERIOD: _____ DATE: _____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
FLORES LUND CONSULTANTS	MBE					\$5,300	3%
SC (GEM) ENGINEERING, INC.	OBE					\$24,976	16%
MACDONALD ENGINEERS, INC.	OBE					\$25,330	17%
O'CONNOR CONST. MGMT., INC.	WBE					\$12,400	8%
Prime Contractor Total:							
Contract Total:							

Completed by: _____

CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subconsultant activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: FIRE STATION 1 PRIME CONTRACTOR: VASQUEZ + MARSHALL & ASSOCIATES

CONTRACT AMOUNT: _____ INVOICE PERIOD: _____ DATE: _____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
FLORES LUND CONSULTANTS	MBE					\$5,300	3%
SC (GEM) ENGINEERING, INC.	OBE					\$24,976	16%
MACDONALD ENGINEERS, INC.	OBE					\$25,330	17%
O'CONNOR CONST. MGMT., INC.	WBE					\$12,400	8%
Prime Contractor Total:							
Contract Total:							

Completed by: _____

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CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subconsultant activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: FIRE STATION 1 PRIME CONTRACTOR: VASQUEZ + MARSHALL & ASSOCIATES

CONTRACT AMOUNT: _____ INVOICE PERIOD: _____ DATE: _____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
FLORES LUND CONSULTANTS	MBE					\$5,300	3%
SC (GEM) ENGINEERING, INC.	OBE					\$24,976	16%
MACDONALD ENGINEERS, INC.	OBE					\$25,330	17%
O'CONNOR CONST. MGMT., INC.	WBE					\$12,400	8%
Prime Contractor Total:							
Contract Total:							

Completed by: _____

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CONTRACT ACTIVITY REPORT

Consultants are required by contract to report subconsultant activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: FIRE STATION 1 PRIME CONTRACTOR: VASQUEZ + MARSHALL & ASSOCIATES

CONTRACT AMOUNT: _____ INVOICE PERIOD: _____ DATE: _____

Include Additional Services Not-to-Exceed Amount

Subcontractor	Indicate MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
FLORES LUND CONSULTANTS	MBE					\$5,300	3%
SC (GEM) ENGINEERING, INC.	OBE					\$24,976	16%
MACDONALD ENGINEERS, INC.	OBE					\$25,330	17%
O'CONNOR CONST. MGMT., INC.	WBE					\$12,400	8%
Prime Contractor Total:							
Contract Total:							

Completed by: _____

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EXHIBIT E-1

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Fire Station No. 1

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:

Name under which business is conducted:

Vasquez + Marshall & Associates has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subconsultant's agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed



Printed Name Robert F. Bodenhamer

Title Principal

Date July 31, 2007

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EXHIBIT F-1

**CONSULTANT CERTIFICATION FOR
TITLE 24/ADA COMPLIANCE**

Fire Station 1

I HEREBY WARRANT AND CERTIFY that any and all plans and specifications prepared for **Fire Station 1** by **Vasquez + Marshall & Associates** shall meet all current California Building Standards Code, California Code of Regulations, Title 24 and Americans with Disabilities Act Accessibility Guidelines requirements, and shall be in compliance with The Americans with Disabilities Act of 1990.

Dated: July 31, 2007

By:



Authorized Representative

Robert F. Bodenhamer, Principal
Print Name and Title